

August 16, 2005

RECORDATION NO. 25784 FILED

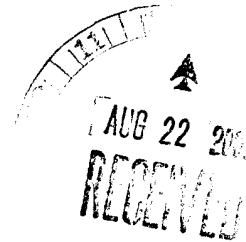
AUG 22 '05

4-40 PM

**Nathan  
Sommers  
Jacobs**

**SURFACE TRANSPORTATION BOARD**

Surface Transportation Board  
1925 K Street, N.W.  
Suite 700  
Washington, D.C. 20423



Re: Recordation of Security Agreement.

To whom it may concern:

I have enclosed one (1) original and one (1) certified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a security agreement dated as of July 28, 2005 (the "Security Agreement"), and is a primary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Amegy Bank National Association  
2125 West Davis Street  
Houston, Texas 77304

Debtor:

Sulcom, Inc.  
10001 Woodloch Forest Drive, Suite 400  
The Woodlands, Texas 77380

A description of the equipment covered by the Security Agreement is as follows:

(a) General purpose rail cars, specifically described on Exhibit "A" attached hereto;

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and

replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtors right, title and interest in and to (i) any and all leases covering the Railcars (the "Leases");

(d) all rights, remedies and privileges of Debtor to enforce the Leases;

(e) all other general intangibles of Debtor arising from or relating to the Leases; and

(f) all products and proceeds thereof (including insurance proceeds).

A short summary of the Security Agreement to appear in the index is as follows:

Security Agreement dated as of July 28, 2005, between Amegy Bank National Association, 2125 West Davis Street, Conroe, Texas 77304 ("Secured Party") and Sulcom, Inc., 10001 Woodloch Forest Drive, Suite 400, Woodlands, Texas 77380 ("Debtor"), and covering the railroad cars listed on Exhibit "A" attached hereto; and all appurtenances and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith, and all products and proceeds thereof (including insurance proceeds).

A fee of \$33.00 is enclosed. Please return one (1) original to the undersigned after recording.

Sincerely,

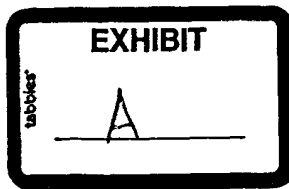


Ana M. McLaughlin  
Legal Assistant

:AMM

encl

J5204.33.wpd



SULCOM OWNED CARS

ITDX

1	ITDX	6600	North American Railcar
2	ITDX	8330	North American Railcar
3	ITDX	8333	North American Railcar
4	ITDX	8334	North American Railcar
5	ITDX	8365	North American Railcar
6	ITDX	8379	North American Railcar
7	ITDX	8384	North American Railcar
8	ITDX	8386	North American Railcar
9	ITDX	8388	North American Railcar
10	ITDX	8389	North American Railcar
11	ITDX	8390	North American Railcar
12	ITDX	8391	North American Railcar
13	ITDX	8392	North American Railcar
14	ITDX	8601	North American Railcar
15	ITDX	8604	North American Railcar
16	ITDX	8609	North American Railcar
17	ITDX	8612	North American Railcar
18	ITDX	8613	North American Railcar
19	ITDX	8614	North American Railcar
20	ITDX	8615	North American Railcar
21	ITDX	8617	North American Railcar
22	ITDX	8621	North American Railcar
23	ITDX	8622	North American Railcar
24	ITDX	8623	North American Railcar

## SULCOM Railcars

25	ITDX	8624	North American Railcar
26	ITDX	8626	North American Railcar
27	ITDX	8628	North American Railcar
28	ITDX	8631	North American Railcar
29	ITDX	8632	North American Railcar
30	ITDX	8633	North American Railcar
31	ITDX	8635	North American Railcar
32	ITDX	8636	North American Railcar
33	ITDX	8638	North American Railcar
34	ITDX	8640	North American Railcar
35	ITDX	8643	North American Railcar
36	ITDX	8644	North American Railcar
37	ITDX	8645	North American Railcar
38	ITDX	8650	North American Railcar
39	ITDX	8653	North American Railcar
40	ITDX	8654	North American Railcar
41	ITDX	8656	North American Railcar
42	ITDX	8657	North American Railcar
43	ITDX	8659	North American Railcar
44	ITDX	8660	North American Railcar
45	ITDX	8661	North American Railcar
46	ITDX	8662	North American Railcar
47	ITDX	8663	North American Railcar
48	ITDX	8664	North American Railcar
49	ITDX	8665	North American Railcar
50	ITDX	8666	North American Railcar
51	ITDX	8668	North American Railcar
52	ITDX	8670	North American Railcar
53	ITDX	8671	North American Railcar
54	ITDX	8672	North American Railcar
55	ITDX	8673	North American Railcar
56	ITDX	8674	North American Railcar
57	ITDX	8675	North American Railcar
58	ITDX	8677	North American Railcar
59	ITDX	8678	North American Railcar
60	ITDX	8679	North American Railcar
61	ITDX	8680	North American Railcar
62	ITDX	8681	North American Railcar
63	ITDX	8682	North American Railcar
64	ITDX	8683	North American Railcar
65	ITDX	8686	North American Railcar
66	ITDX	8687	North American Railcar
67	ITDX	8688	North American Railcar
68	ITDX	8689	North American Railcar
69	ITDX	8690	North American Railcar
70	ITDX	8691	North American Railcar
71	ITDX	8692	North American Railcar
72	ITDX	8693	North American Railcar
73	ITDX	8694	North American Railcar
74	ITDX	16171	North American Railcar
75	ITDX	16210	North American Railcar
76	ITDX	16212	North American Railcar

## SULCOM Railcars

77	ITDX	16213	North American Railcar
78	ITDX	16215	North American Railcar
79	ITDX	16216	North American Railcar
80	ITDX	16222	North American Railcar
81	ITDX	16224	North American Railcar
82	ITDX	16251	North American Railcar
83	ITDX	16258	North American Railcar
84	ITDX	16267	North American Railcar
85	ITDX	16270	North American Railcar
86	ITDX	16273	North American Railcar
87	ITDX	16274	North American Railcar
88	ITDX	16276	North American Railcar
89	ITDX	16277	North American Railcar
90	ITDX	16278	North American Railcar
91	ITDX	16299	North American Railcar
92	ITDX	16303	North American Railcar
93	ITDX	16310	North American Railcar
94	ITDX	16321	North American Railcar
95	ITDX	16324	North American Railcar
96	ITDX	16328	North American Railcar
97	ITDX	16331	North American Railcar
98	ITDX	16335	North American Railcar
99	ITDX	16336	North American Railcar
100	ITDX	16337	North American Railcar
101	ITDX	16338	North American Railcar
102	ITDX	16339	North American Railcar
103	ITDX	16342	North American Railcar
104	ITDX	16344	North American Railcar
105	ITDX	16345	North American Railcar
106	ITDX	16346	North American Railcar
107	ITDX	16347	North American Railcar
108	ITDX	16351	North American Railcar
109	ITDX	16353	North American Railcar
110	ITDX	16356	North American Railcar
111	ITDX	16357	North American Railcar
112	ITDX	16358	North American Railcar
113	ITDX	16418	North American Railcar
114	ITDX	16423	North American Railcar
115	ITDX	16433	North American Railcar
116	ITDX	16471	North American Railcar
117	ITDX	16472	North American Railcar
118	ITDX	16602	North American Railcar
119	ITDX	16603	North American Railcar
120	ITDX	16604	North American Railcar
121	ITDX	16605	North American Railcar
122	ITDX	16606	North American Railcar
123	ITDX	16608	North American Railcar
124	ITDX	16609	North American Railcar
125	ITDX	16610	North American Railcar
126	ITDX	16611	North American Railcar
127	ITDX	16614	North American Railcar
128	ITDX	16615	North American Railcar

## SULCOM Railcars

129	ITDX	17466	North American Railcar
130	ITDX	17467	North American Railcar
131	ITDX	17468	North American Railcar
132	ITDX	17469	North American Railcar
133	ITDX	17470	North American Railcar
134	ITDX	17471	North American Railcar
135	ITDX	17472	North American Railcar
136	ITDX	17474	North American Railcar
137	ITDX	17476	North American Railcar

AUG 22 '05

4-40 PM

## SECURITY AGREEMENT

## SURFACE TRANSPORTATION BOARD

THIS SECURITY AGREEMENT dated as of July 28, 2005 (this "Agreement"), is by and between SULCOM, INC., a Delaware corporation (the "Debtor"), and AMEGY BANK NATIONAL ASSOCIATION (F/K/A SOUTHWEST BANK OF TEXAS, N.A.), a national banking association ("Secured Party").

RECITALS:

A. International Commodities Export Corporation, a Delaware corporation (the "Borrower") and Secured Party have entered into that certain Loan Agreement dated as of September 10, 2003, as amended by First Amendment to Loan Agreement dated as of April 22, 2004, Second Amendment to Loan Agreement dated as of September 9, 2004 and Third Amendment to Loan Agreement dated as of July 28, 2005 (such Loan Agreement, as the same may be further amended or modified from time to time, is referred to herein as the "Loan Agreement").

B. Debtor has entered into that certain Guaranty Agreement (hereinafter defined) for the benefit of Secured Party pursuant to which, and subject to the terms and conditions thereof, Debtor has guaranteed to Secured Party the obligations of Borrower under the Loan Agreement.

C. Debtor and Lessees (hereinafter defined) have entered into those certain Lease Agreements (hereinafter defined).

D. Secured Party has conditioned its obligations under the Loan Agreement upon, among other things, the execution and delivery of this Agreement by Debtor.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

Security Interest

Section 1.1. Security Interest. Debtor hereby grants to Secured Party a security interest in the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located (such property being hereinafter sometimes called the "Collateral"):

(a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto;

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtors right, title and interest in and to (i) that certain Railcar Lease Agreement #9801 between Debtor and Borrower, dated effective November 1, 1997 (as amended from time to time), (ii) that certain Railcar Lease Agreement #9802 between Debtor and ICEC Canada ("ICEC Canada" and together with Borrower, the "Lessees"), dated effective November 1, 1997 (as amended from time to time), and (iii) any and all leases covering the Railcars (collectively, the "Leases");

(d) all of Debtor's rights, titles, interests, liens and security interests securing the performance of the Lessees' obligations under the Leases and all proceeds, monies, payments, income, collections, rentals and benefits attributable or accruing to Debtor, as the lessor, by virtue of the Leases (the "Lease Revenue");

(e) all rights, remedies and privileges of Debtor to enforce the performance of Lessees' obligations under the Leases;

(f) all other general intangibles of Debtor arising from or relating to the Leases; and

(g) all products and proceeds thereof (including insurance proceeds).

All terms used herein that are defined in the Uniform Commercial Code as adopted in the State of Texas shall have the meanings specified in the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time (the "UCC").

Section 1.2. Obligations. The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter sometimes called the "Obligations"):

(a) the obligations and indebtedness of Borrower to Secured Party evidenced by the Notes, as defined in the Loan Agreement;



(b) the obligations and indebtedness of Borrower to Secured Party under the Loan Agreement;

(c) the obligations and indebtedness of Debtor to Secured Party under that certain Guaranty Agreement dated as of even date herewith (the "Guaranty Agreement");

(d) all future advances by Secured Party to Debtor and Borrower, or either of them;

(e) all costs and expenses, including, without limitation, all attorneys' fees and legal expenses, incurred by Secured Party to preserve and maintain the Collateral, collect the obligations herein described, and enforce this Agreement;

(f) all other obligations, indebtedness, and liabilities of Debtor and Borrower, or either of them, to Secured Party, now existing or hereafter arising, regardless of whether such obligations, indebtedness, and liabilities are similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several; and

(g) all extensions, renewals, and modifications of any of the foregoing and all promissory notes given in extension, renewal or modification of any of the foregoing.

## ARTICLE II

### Representations and Warranties

To induce Secured Party to enter into this Agreement and the Loan Agreement, Debtor represents and warrants to Secured Party that:

Section 2.1. Title. Except for the security interest granted herein, Debtor owns, and with respect to Collateral acquired after the date hereof Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance.

Section 2.2. Financing Statements. No financing statement, security agreement, or other lien instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of Secured Party.

Section 2.3. No Consent. The approval and authorization of the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, the Interstate Commerce Commission or any other entity is not needed for the

execution, delivery, and performance of this Agreement and the other Loan Documents to which Debtor is a party.

Section 2.4. Authority; No Conflict; Enforceability. Debtor is a company duly organized, validly existing, and in good standing under the laws of Gibraltar. Debtor has the organizational power and authority to execute, deliver, and perform this Agreement and the other Loan Documents (as defined in the Loan Agreement) to which it is a party, and the execution, delivery, and performance of this Agreement and such Loan Documents by Debtor have been authorized by all necessary corporate action on the part of Debtor and do not and will not violate any law, rule, or regulation or the articles of incorporation or bylaws of Debtor and do not and will not conflict with, result in a breach of, or constitute a default under the provisions of any indenture, mortgage, deed of trust, security agreement, or other instrument or agreement pursuant to which Debtor or any of its property is bound. This Agreement and the other Loan Documents to which Debtor is a party constitute legal, valid and binding obligations of Debtor, enforceable against Debtor in accordance with their terms except to the extent such enforceability may be limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditor's rights.

Section 2.5. Principal Place of Business. The principal place of business and chief executive office of Debtor, and the office where Debtor keeps its books and records, is located at the address of Debtor listed in the Loan Agreement.

Section 2.6. Substantial Benefit to Debtor. The value of the consideration received and to be received by Debtor as a result of Borrower and Secured Party entering into the Loan Agreement and Debtor executing and delivering this Agreement is reasonably worth at least as much as the liability and obligation, of Debtor hereunder, and such liability and obligation, and the Loan Agreement have substantially benefitted and may reasonably be expected to substantially benefit Debtor directly and indirectly.

Section 2.7. Representations in Loan Agreement. Each of the representations and warranties made by Borrower in the Loan Agreement with respect to Debtor is true and correct and Secured Party may rely on such representations and warranties as if they had been made directly by Debtor to Secured Party.

Section 2.8. Business Purpose. The Collateral is used, acquired and held exclusively for business purposes and no portion of the Collateral is consumer goods. The Obligations were incurred solely for business purposes and not as a consumer-goods transaction or a consumer transaction.

Section 2.9. No Defaults. No default exists under any Lease, and Debtor and each Lessee are in compliance with all the provisions of the Leases, respectively. Debtor knows of no event or act or omission of Debtor or any Lessee which could prevent any Lessee from meeting its obligations under its Lease.

## ARTICLE III

### Covenants

Debtor covenants and agrees with Secured Party that until the Obligations are paid and performed in full:

Section 3.1. Maintenance. Debtor shall maintain the Collateral in good condition and repair and shall not permit any waste or destruction of the Collateral or any part thereof. Debtor shall not use or permit the Collateral to be used in violation of any law or inconsistently with the terms of any policy of insurance. Debtor shall not use or permit the Collateral to be used in any manner or for any purpose that would impair the value of the Collateral or expose the Collateral to unusual risk.

Section 3.2. Encumbrances. Debtor shall not create, permit, or suffer to exist, and shall defend the Collateral against, any lien, security interest, or other encumbrance on the Collateral except the security interest of Secured Party hereunder, and shall defend Debtor's rights in the Collateral and Secured Party's security interest in the Collateral against the claims of all persons and entities.

Section 3.3. Modification of Collateral; Leases. Debtor shall do nothing to impair the rights of Secured Party in the Collateral. Debtor shall not modify the Collateral. Without the prior written consent of Secured Party, Debtor shall not grant any extension of time for any payment with respect to the Collateral, or compromise, compound, or settle any of the Collateral, or release in whole or in part any person or entity liable for payment with respect to the Collateral, or allow any credit or discount for payment with respect to the Collateral other than normal trade discounts granted in the ordinary course of business, or release any lien, security interest, or assignment securing the Collateral, or otherwise amend or modify any of the Collateral. Debtor shall maintain the Leases in full force and effect. Debtor shall perform its obligations under the Leases and shall use its best and diligent efforts to enforce performance of the Lessees under the Leases. Debtor will promptly notify Secured Party of a default by any Lessee under any Lease. Debtor will not waive or release any obligation of any Lessee under any Lease. Debtor will not cancel or terminate the Leases.

Section 3.4. Disposition of Collateral. Debtor shall not sell, lease, or otherwise dispose of the Collateral or any part thereof without the prior written consent of Secured Party, except as provided in Section 8.3 of the Loan Agreement.

Section 3.5. Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may

deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement.

Section 3.6. Risk of Loss; Insurance. Debtor shall be responsible for any loss of or damage to the Collateral. Debtor shall maintain, with financially sound and reputable companies, insurance policies (a) insuring the Collateral against loss by fire, explosion, theft, and such other risks and casualties as are customarily insured against by companies engaged in the same or a similar business, and (b) insuring Debtor and Secured Party against liability for personal injury and property damage relating to the Collateral, such policies to be in such amounts and covering such risks as are customarily insured against by companies engaged in the same or a similar business, with losses payable to Debtor and Secured Party as lender loss payee and as their respective interests may appear. All insurance with respect to the Collateral shall provide that no cancellation, reduction in amount, or change in coverage thereof shall be effective unless Secured Party has received thirty (30) days prior written notice thereof. Debtor shall deliver to Secured Party copies of all insurance policies covering the Collateral or any part thereof.

Section 3.7. Taxes. Debtor agrees to pay or discharge prior to delinquency all taxes, assessments, levies, and other governmental charges imposed on it or its property, except Debtor shall not be required to pay or discharge any tax, assessment, levy, or other governmental charge if (a) no lien has been filed of record, (b) the amount or validity thereof is being contested by Debtor in good faith by appropriate proceedings diligently pursued, (c) such proceedings do not involve any risk of sale, forfeiture, or loss of the Collateral or any interest therein, and (d) adequate reserves therefor have been established in conformity with generally accepted accounting principles.

Section 3.8. Notification. Debtor shall promptly notify Secured Party of (a) any lien, security interest, encumbrance, or claim made or threatened against the Collateral, (b) any material change in the Collateral, including, without limitation, any material damage to or loss of the Collateral, (c) the occurrence or existence of any Event of Default (hereinafter defined) or the occurrence or existence of any condition or event that, with the giving of notice or lapse of time or both, would be an Event of Default and (d) any investigation, action or complaint filed by or with the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission, or the Association of American Railroads.

Section 3.9. Corporate Changes. Debtor shall not, without the prior written consent of Secured Party, change its name, identity, organizational structure or state of organization (including, without limitation, through any merger or reorganization). Debtor shall not do business under any trade name, unless such trade name has been disclosed to Secured Party. Debtor shall not change its principal place of business, chief executive office, or the place where it keeps its books and records unless it shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by

Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement.

Section 3.10. Books and Records; Information. Debtor shall keep accurate and complete books and records of the Collateral and Debtor's business and financial condition in accordance with generally accepted accounting principles consistently applied. Debtor shall from time to time at the request of Secured Party deliver to Secured Party such information regarding the Collateral and Debtor as Secured Party may request, including, without limitation, lists and descriptions of the Collateral and evidence of the identity and existence of the Collateral. Debtor shall mark its books and records to reflect the security interest of Secured Party under this Agreement.

Section 3.11. Compliance with Agreements. Debtor shall comply in all material respects with all mortgages, deeds of trust, instruments, and other agreements binding on it or affecting its properties or business.

Section 3.12. Compliance with Laws. Debtor shall comply with all applicable laws, rules, regulations, and orders of any court or governmental authority. Debtor shall comply with 49 USCS §§ 10101 et seq., and all applicable laws, rules, regulations and orders of any court or governmental authority, including but not limited to the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission and the Association of American Railroads.

Section 3.13. Covenants Contained in the Loan Agreement. Debtor will comply with all the covenants contained in the Loan Agreement with which Borrower agrees in the Loan Agreement to cause Debtor to comply.

## ARTICLE IV

### Rights of Secured Party

Section 4.1. Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of Debtor or in its own name, upon the occurrence of an Event of Default, to take any and all action and to execute any and all documents and instruments which Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right on behalf of Debtor and in its own name to do any of the following, without notice to or the consent of Debtor:

(a) to take in its name or in the name of Debtor such action as Secured Party may at any time determine to be necessary or advisable to cure any default under any Lease or to protect the rights of Debtor or Secured Party thereunder. Secured Party shall incur no liability if any action so taken by it or in its behalf shall prove to be inadequate or invalid, and Debtor agrees to hold Secured Party free and harmless against and from any loss, cost, liability or expense (including, but not limited to, reasonable attorney's fees) incurred in connection with any such action;

(b) to demand, sue for, collect, receive and enforce in the name of Debtor or in its own name, rights with respect to the Leases, to give appropriate receipts, releases and satisfactions for and on behalf of Debtor and to do any and all acts in the name of Debtor or in the name of Secured Party with the same force and effect as Debtor could do if this Agreement had not been made;

(c) to demand, sue for, collect, or receive in the name of Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;

(d) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral;

(e) to send requests for verification to account debtors and other obligors;

(f) (i) to direct lessees and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (ii) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral; (iv) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering, any of the Collateral; and (v) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve, or realize upon the Collateral and Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights,

powers, privileges, and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on Secured Party to protect, preserve, and realize upon its security interest in the Collateral. Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

Section 4.2. Performance by Secured Party. If Debtor fails to perform or comply with any of its agreements contained herein, Secured Party itself may, at its sole discretion, cause or attempt to cause performance or compliance with such agreement and the expenses of Secured Party, together with interest thereon at the Default Rate (as defined in the Loan Agreement), shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured by this Agreement. Notwithstanding the foregoing, it is expressly agreed that Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

Section 4.3. Setoff; Property Held by Secured Party. After the occurrence of an Event of Default, Secured Party shall have the right to set off and apply against the Obligations in such manner as Secured Party may determine, at any time and without notice to Debtor, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing from Secured Party to Debtor whether or not the Obligations are then due. As additional security for the Obligations, Debtor hereby grants Secured Party a security interest in all money, instruments, and other property of Debtor now or hereafter held by Secured Party. In addition to Secured Party's right of setoff and as further security for the Obligations, Debtor hereby grants Secured Party a security interest in all deposits (general or special, time or demand, provisional or final) of Debtor now or hereafter on deposit with or held by Secured Party and all other sums at any time credited by or owing from Secured Party to Debtor. The rights and remedies of Secured Party hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Secured Party may have.

Section 4.4. Assignment by Secured Party. Secured Party may from time to time assign the Obligations and any portion thereof and the Collateral or any portion thereof, and the assignee shall be entitled to all of the rights and remedies of Secured Party under this Agreement in relation thereto.

Section 4.5. Financing Statements. Debtor expressly authorizes Secured Party to file financing statements showing Debtor as debtor covering all or any portion of the Collateral in such filing locations as selected by Secured Party and authorizes, ratifies and confirms any

financing statement filed prior to the date hereof by Secured Party in any jurisdiction showing Debtor as debtor covering all or any portion of the Collateral.

## ARTICLE V

### Default

Section 5.1. Events of Default. The term "Event of Default" shall mean an Event of Default as defined in the Loan Agreement.

Section 5.2. Rights and Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies:

(a) Secured Party may declare the Obligations or any part thereof immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor; provided, however, that upon the occurrence of an Event of Default under Section 11.1(d) or Section 11.1(e) of the Loan Agreement, the Obligations shall become immediately due and payable without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor.

(b) In addition to all other rights and remedies granted to Secured Party in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, Secured Party shall have all of the rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Secured Party may (i) without demand or notice to Borrower or Debtor, collect, receive, or take possession of the Collateral (including the Lease Revenue) or any part thereof and for that purpose Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (ii) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at Secured Party's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at any place designated by Secured Party that is reasonably convenient to Debtor and Secured Party. Debtor agrees that Secured Party shall not be obligated to give more than ten (10) days written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Debtor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all



other expenses incurred by Secured Party in connection with the collection of the Obligations and the enforcement of Secured Party's rights under this Agreement. Secured Party may apply the Collateral against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Debtors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligation in full. Debtor waives all rights of marshalling in respect of the Collateral.

(c) Secured Party may cause any or all of the Collateral held by it to be transferred into the name of Secured Party or the name or names of Secured Party's nominee or nominees.

(d) Secured Party reserves all rights and remedies available to Secured Party under 49 USCS §§ 10101 et seq, and all other rights and remedies available to Secured Party through the Surface Transportation Board of the Department of Commerce, the Association of American Railroads, the Interstate Commerce Commission and any other governmental authority having jurisdiction over the Collateral.

(e) On any sale of the Collateral, Secured Party is authorized (i) to disclaim any warranty, express or implied, and (ii) to sell any of the Collateral without any refurbishment or reconditioning thereof. Debtor acknowledges and agrees that the foregoing actions by Secured Party may reduce the sales proceeds from any such sale of Collateral.

## ARTICLE VI

### Miscellaneous

Section 6.1. Expenses. Debtor agrees to pay on demand all costs and expenses incurred by Secured Party in connection with the preparation, negotiation, execution and enforcement of this Agreement and any and all amendments, modifications, and supplements hereto.

Section 6.2. No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

**Section 6.3. Amendment.** The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

Section 6.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors, and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

Section 6.5. Notices. All notices and other communications provided for in this Agreement shall be given as provided in the Loan Agreement (or the Lease as to Lessee notices only); provided, however, that notwithstanding the foregoing, all notices under UCC Sections 9.208 (relating to the release of deposit accounts, electronic chattel paper, investment property and letter of credit rights), 9.209 (relating to account debtors that have been notified of the assignment to Secured Party), 9.210 (relating to a request for accounting), 9.513 (relating to requests for termination statements) and 9.616 (explanation of calculation of surplus or deficiency) shall be effective only if sent to the following address:

Amegy Bank National Association  
5 Post Oak Park  
4400 Post Oak Parkway  
Houston, Texas 77027  
Attention: Dennis Baker

Section 6.6. Applicable Law Venue; Service of Process. **DEBTOR SUBMITS TO THE JURISDICTION OF STATE AND FEDERAL COURTS LOCATED IN THE CITY OF HOUSTON AND STATE OF TEXAS IN PERSONAM AND AGREES THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN SAID COURTS OR IN COURTS LOCATED ELSEWHERE AS SECURED PARTY MAY SELECT.** Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any action or proceeding brought in any such court and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Debtor agrees that a final judgment in any action or proceeding brought in such court shall be conclusive and binding upon Debtor and may be enforced in the courts of the United States of America, the State of Texas, Gibraltar or any other courts to the jurisdiction of which Debtor is subject, by a suit upon judgment, providing that service of process is affected on Debtor in one of the manners specified below or as otherwise permitted by law. Debtor irrevocably designates International Commodities Export Corporation (the "Process Agent") with an office on the date hereof at 10001 Woodloch Forest Drive, Suite 400, The Woodlands, Texas 77380 to accept on behalf of Debtor and its property, service of copies of the summons and complaint and any other process which may be served in any such suit, action or proceeding. Debtor shall deliver to Secured Party evidence of such agent's acceptance of such appointment. If the Process Agent shall cease to act Debtor agrees that it shall irrevocably appoint without delay

another agent satisfactory to Secured Party and shall deliver evidence of such agent's acceptance of such appointment to Secured Party. Such service may be made by mailing or delivering a copy of such process to Debtor in care of the Process Agent at the Process Agent's above address, and Debtor irrevocably authorizes and directs the Process Agent to accept such service. Debtor also irrevocably consents to the service of any and all process in any such suit, action or proceeding by the mailing of the copies of such process to Debtor at its address. Nothing in this paragraph shall affect the right of Secured Party to serve process in any other manner permitted by law or affect the right of Secured Party to bring any action or proceeding against Debtor or its property in a court of any other jurisdiction. To the extent that Debtor has or hereafter may acquire any immunity from suit, jurisdiction of any court or any legal process (whether through attachment prior to judgment, attachment in aid of execution, execution of a judgment, or from any other legal process or remedy) with respect to itself or its property, Debtor irrevocably waives such immunity in respect of its obligations hereunder.

Section 6.7. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 6.8. Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

Section 6.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.10. Waiver of Bond. In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

Section 6.11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.12. Obligations Absolute. The obligations of Debtor under this Agreement shall be absolute and unconditional and, except upon payment and performance of the Obligations in full shall not be released, discharged, reduced, or in any way impaired by any circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument

evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations. Secured Party shall not have any liability or responsibility for the performance of any obligation of the Debtor under this Agreement.

Section 6.13. Imaging. Debtor understands and agrees that (a) Secured Party's document retention policy involves the imaging of executed loan documents and the destruction of the paper originals, and (b) Debtor waives any right that it may have to claim that the imaged copies of the Loan Documents(as defined in Loan Agreement) are not originals.

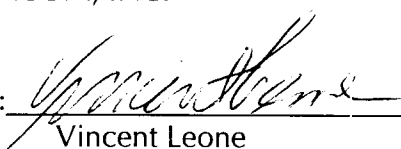
**Section 6.14. NO ORAL AGREEMENTS. THIS AGREEMENT AND THE LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

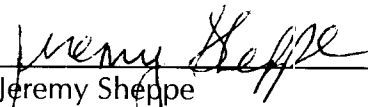
SULCOM, INC.

By: \_\_\_\_\_

  
Vincent Leone

Authorized Signatory

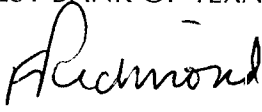
By: \_\_\_\_\_

  
Jeremy Sheppe

Authorized Signatory

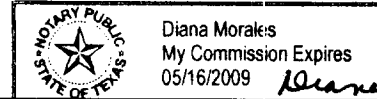
SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION (F/K/A  
SOUTHWEST BANK OF TEXAS, N.A.)

By:   
Fred Richmond  
Vice President

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

On this 29 day of July, 2005, this instrument was acknowledged before me by Vincent Leone, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

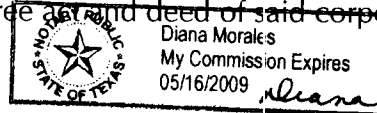


*Diana Morales*

Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

On this 29 day of July, 2005, this instrument was acknowledged before me by Jeremy Sheppe, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free ~~act and deed of said corporation.~~

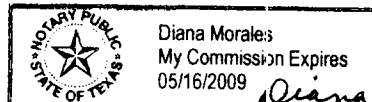


*Diana Morales*

Notary Public, State of Texas

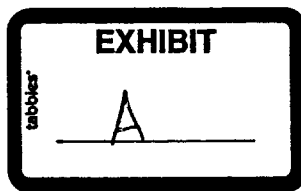
STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

On this 29 day of July, 2005, this instrument was acknowledged before me by Fred Richmond as Vice President of Amegy Bank National Association, a national banking association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



*Diana Morales*

Notary Public, State of Texas



**SULCOM OWNED CARS**

**ITDX**

1	ITDX	6600	North American Railcar
2	ITDX	8330	North American Railcar
3	ITDX	8333	North American Railcar
4	ITDX	8334	North American Railcar
5	ITDX	8365	North American Railcar
6	ITDX	8379	North American Railcar
7	ITDX	8384	North American Railcar
8	ITDX	8386	North American Railcar
9	ITDX	8388	North American Railcar
10	ITDX	8389	North American Railcar
11	ITDX	8390	North American Railcar
12	ITDX	8391	North American Railcar
13	ITDX	8392	North American Railcar
14	ITDX	8601	North American Railcar
15	ITDX	8604	North American Railcar
16	ITDX	8609	North American Railcar
17	ITDX	8612	North American Railcar
18	ITDX	8613	North American Railcar
19	ITDX	8614	North American Railcar
20	ITDX	8615	North American Railcar
21	ITDX	8617	North American Railcar
22	ITDX	8621	North American Railcar
23	ITDX	8622	North American Railcar
24	ITDX	8623	North American Railcar

## SULCOM Railcars

25	ITDX	8624	North American Railcar
26	ITDX	8626	North American Railcar
27	ITDX	8628	North American Railcar
28	ITDX	8631	North American Railcar
29	ITDX	8632	North American Railcar
30	ITDX	8633	North American Railcar
31	ITDX	8635	North American Railcar
32	ITDX	8636	North American Railcar
33	ITDX	8638	North American Railcar
34	ITDX	8640	North American Railcar
35	ITDX	8643	North American Railcar
36	ITDX	8644	North American Railcar
37	ITDX	8645	North American Railcar
38	ITDX	8650	North American Railcar
39	ITDX	8653	North American Railcar
40	ITDX	8654	North American Railcar
41	ITDX	8656	North American Railcar
42	ITDX	8657	North American Railcar
43	ITDX	8659	North American Railcar
44	ITDX	8660	North American Railcar
45	ITDX	8661	North American Railcar
46	ITDX	8662	North American Railcar
47	ITDX	8663	North American Railcar
48	ITDX	8664	North American Railcar
49	ITDX	8665	North American Railcar
50	ITDX	8666	North American Railcar
51	ITDX	8668	North American Railcar
52	ITDX	8670	North American Railcar
53	ITDX	8671	North American Railcar
54	ITDX	8672	North American Railcar
55	ITDX	8673	North American Railcar
56	ITDX	8674	North American Railcar
57	ITDX	8675	North American Railcar
58	ITDX	8677	North American Railcar
59	ITDX	8678	North American Railcar
60	ITDX	8679	North American Railcar
61	ITDX	8680	North American Railcar
62	ITDX	8681	North American Railcar
63	ITDX	8682	North American Railcar
64	ITDX	8683	North American Railcar
65	ITDX	8686	North American Railcar
66	ITDX	8687	North American Railcar
67	ITDX	8688	North American Railcar
68	ITDX	8689	North American Railcar
69	ITDX	8690	North American Railcar
70	ITDX	8691	North American Railcar
71	ITDX	8692	North American Railcar
72	ITDX	8693	North American Railcar
73	ITDX	8694	North American Railcar
74	ITDX	16171	North American Railcar
75	ITDX	16210	North American Railcar
76	ITDX	16212	North American Railcar



## SULCOM Railcars

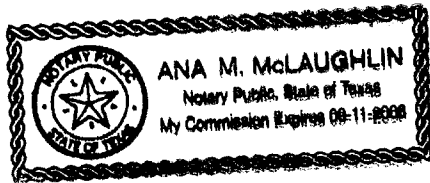
77	ITDX	16213	North American Railcar
78	ITDX	16215	North American Railcar
79	ITDX	16216	North American Railcar
80	ITDX	16222	North American Railcar
81	ITDX	16224	North American Railcar
82	ITDX	16251	North American Railcar
83	ITDX	16258	North American Railcar
84	ITDX	16267	North American Railcar
85	ITDX	16270	North American Railcar
86	ITDX	16273	North American Railcar
87	ITDX	16274	North American Railcar
88	ITDX	16276	North American Railcar
89	ITDX	16277	North American Railcar
90	ITDX	16278	North American Railcar
91	ITDX	16299	North American Railcar
92	ITDX	16303	North American Railcar
93	ITDX	16310	North American Railcar
94	ITDX	16321	North American Railcar
95	ITDX	16324	North American Railcar
96	ITDX	16328	North American Railcar
97	ITDX	16331	North American Railcar
98	ITDX	16335	North American Railcar
99	ITDX	16336	North American Railcar
100	ITDX	16337	North American Railcar
101	ITDX	16338	North American Railcar
102	ITDX	16339	North American Railcar
103	ITDX	16342	North American Railcar
104	ITDX	16344	North American Railcar
105	ITDX	16345	North American Railcar
106	ITDX	16346	North American Railcar
107	ITDX	16347	North American Railcar
108	ITDX	16351	North American Railcar
109	ITDX	16353	North American Railcar
110	ITDX	16356	North American Railcar
111	ITDX	16357	North American Railcar
112	ITDX	16358	North American Railcar
113	ITDX	16418	North American Railcar
114	ITDX	16423	North American Railcar
115	ITDX	16433	North American Railcar
116	ITDX	16471	North American Railcar
117	ITDX	16472	North American Railcar
118	ITDX	16602	North American Railcar
119	ITDX	16603	North American Railcar
120	ITDX	16604	North American Railcar
121	ITDX	16605	North American Railcar
122	ITDX	16606	North American Railcar
123	ITDX	16608	North American Railcar
124	ITDX	16609	North American Railcar
125	ITDX	16610	North American Railcar
126	ITDX	16611	North American Railcar
127	ITDX	16614	North American Railcar
128	ITDX	16615	North American Railcar

## SULCOM Railcars

129	ITDX	17466	North American Railcar
130	ITDX	17467	North American Railcar
131	ITDX	17468	North American Railcar
132	ITDX	17469	North American Railcar
133	ITDX	17470	North American Railcar
134	ITDX	17471	North American Railcar
135	ITDX	17472	North American Railcar
136	ITDX	17474	North American Railcar
137	ITDX	17476	North American Railcar

State of Texas       §  
                              §  
County of Harris     §

On this 16<sup>th</sup> day of August, 2005, I certify that the attached document is a true, exact, complete and unaltered photocopy made by me of the Security Agreement.



Ana M. McLaughlin  
Notary Public, State of Texas